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SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

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STEVE HEMINGER  
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ANDREW B. FREMIER  
*Deputy Executive Director*

June 23, 2010

**REQUEST FOR PROPOSAL (RFP)**

**Bay Area Caltrans District 4 Transportation Management Center  
Video Wall Replacement Services Letter of Invitation**

Dear Contractor:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) invites your firm to submit a proposal to provide services to replace and maintain the Transportation Management Center (TMC) video wall at the Bay Area Caltrans District 4 TMC, located at 111 Grand Avenue in Oakland, CA. The TMC video wall is used by TMC operators to display a traffic and incident map, as well as Bay Area freeway Closed Circuit TV's. This project, while sponsored by MTC SAFE, will be developed in full consultation and partnership with Caltrans District 4.

This letter, together with its enclosures, comprises the Request for Proposal (RFP) for the TMC video wall replacement services project. You may download a copy of the RFP from MTC's website at <http://www.mtc.ca.gov/jobs/>. Responses should be submitted in accordance with the instructions set forth in this RFP.

**Proposal Due Date**

Interested firms must submit an original and six (6) copies, as well as one electronic PDF and Word/Excel versions, of their proposal by 4:00 pm PST, Wednesday, July 21, 2010. ***Proposals received after that date and time will not be considered.***

Proposals shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.

**MTC SAFE Point of Contact**

Sze Lei Leong is MTC SAFE's Contract Manager and point of contact for this contract. Proposals and all inquiries relating to this RFP shall be submitted to Sze Lei Leong at the address shown below. For telephone inquiries, call (510) 817-5803. E-mail inquiries may be directed to [sleong@mtc.ca.gov](mailto:sleong@mtc.ca.gov).

Sze Lei Leong  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

## **Background**

The Bay Area TMC is in need of a video wall replacement. Consisting of a 5x7 array of Barco 50" Overview mL50 cubes, and a 23' long by 12' high frame structure, the existing video wall has been in use 24 hours a day, 365 days a year for over ten years. This video wall has provided TMC users with live CCTV and maps for incident detection and response. These video units have exceeded their useful lifespan and support for these units is no longer cost-effective.

MTC SAFE and Caltrans intend to replace the video wall by procuring video units that enhance performance and extend the useful lifespan. The intent of this procurement is to select a Contractor that can design and provide a cost effective system that can meet the needs of Caltrans District 4 TMC users and maintain the system for six years.

## **Minimum Qualifications**

To be considered for this project, proposers must demonstrate the following minimum qualifications:

1. Employ a certified California licensed Structural engineer for the pre-bid TMC video wall assessment.
2. Successful installation of three (3) or more video walls of similar size and complexity in the last five (5) years from the date of this RFP. Video walls cited in prior experience do not need to have implemented LED-illuminated video cubes.

## **Disadvantaged Business Enterprise Participation**

MTC SAFE has established a Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of 12% for contracts entered into as a result of this RFP. Respondents are required to document their activities in the solicitation and selection of subcontractors on *Appendices I-3, I-4, and I-5*, the Local Agency Proposer UDBE Information (Contractor Contracts), Local Agency Proposer DBE Information (Contractor Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC SAFE may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Section VI.H* of the RFP and *Appendix J*.

## **Scope of Work, Budget and Schedule**

A scope of work illustrating the type of tasks associated with this consulting effort is included in this RFP as *Appendix A, Scope of Work*. MTC SAFE has budgeted approximately one million five hundred thousand dollars (\$1,500,000) to pay for work detailed in *Appendix A*.

Contractor shall complete the project development and installation work (Tasks 1-9) from the resulting contract no later than the date indicates in *Appendix D, Project Schedule*. Contractors shall provide a six (6) year maintenance and support plan (Task 10) following the completion of

Tasks 1-9. At MTC SAFE's sole option, the maintenance contract may be extended for an additional 5 (five) years.

### **Mandatory Pre-Bid TMC Video Wall Assessment**

A Pre-Bid TMC video wall assessment visit is mandatory prior to submitting a proposal. To schedule an assessment, Proposers must contact Hector Garcia ([hector\\_garcia@dot.ca.gov](mailto:hector_garcia@dot.ca.gov)) by the date and time indicated in the Contractor Selection Timetable. During this assessment, proposers shall view, at minimum, the existing video wall equipment and its platform, confirm dimensions, gather additional information about the storage area, work area, delivery path, loading dock, and in general, assess whether the proposer can provide a viable solution. Additionally, during the assessment, the proposer shall gather information to respond to Section IV D.3, D.4, and H.1 of the proposal. The Proposer shall be accompanied by a certified California licensed structural engineer who shall carry out the assessment. The assessment, guided by Hector Garcia or his designee, shall take place for no longer than two hours. If requested by the Proposer, an additional 2-hour visit within the same week can be scheduled. While a lift to reach the top cube units is available, the proposer is responsible for supplying their own means for measuring all video wall dimensions. Appendices B through B-4 provide preliminary and unconfirmed dimensions and specifications, and it is the responsibility of the Proposer to confirm this and all other necessary information during the assessment.

### **Addenda, Requests for Clarification or Exceptions**

Any addenda will be posted on MTC's website. All potential bidders are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification or for exceptions to RFP provisions must be received by MTC SAFE no later than 4:00 p.m. on the date indicated in the Contractor selection timetable to guarantee response or consideration.

### **Proposal Evaluation**

Proposals will be evaluated in accordance with the evaluation criteria listed in *Section V* of this RFP. Interviews, if held, will occur on the date indicated in the Contractor selection timetable.

MTC SAFE reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposal that, in the opinion of MTC SAFE, is the most advantageous to MTC SAFE, based on the evaluation criteria in *Section V*.

### Contractor Selection Timetable

June 30, 2010 at 4:00pm	Closing date to schedule Pre-Bid TMC Video Wall assessment appointments with Hector Garcia, <a href="mailto:hector_garcia@dot.ca.gov">hector_garcia@dot.ca.gov</a>
July 5 – July 8, 2010- 2-hour appointments available from 9:00am to 3:00pm	Pre-bid TMC Video Wall assessments at Caltrans District 4 (111 Grand Ave. Oakland, CA 94623-0660)
July 12, 2010 at 4:00pm	Closing date/time for receipt of requests for clarification/exceptions
<b>July 21, 2010 at 4:00pm</b>	<b>Closing date/time for receipt of proposals</b>
August 10-12, 2010	Interviews/discussion (if held)
August 25, 2010 at 4:00pm	Closing date/time for submittal of Best and Final Offers (if required)
September 10, 2010	MTC SAFE Operations Committee Approval
September 20, 2010	Execution of contract (approximate)

### General Conditions

MTC SAFE will not reimburse Contractor for costs related to preparing and submitting a proposal.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt. (See *Section VI.G* of RFP).

A synopsis of MTC SAFE's contract provisions is enclosed for your reference as *Appendix H*. If a proposer wishes to propose a change to any standard MTC SAFE contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, Contractor will be deemed to accept MTC SAFE's standard contract provisions, unless such language is protested in accordance with the procedures in *Section VI.F* of the RFP.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix I, Insurance Requirements*. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix H-1*, within five (5) days of MTC SAFE's notice to firm that it is the successful proposer. Requests to change MTC SAFE's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC SAFE will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC SAFE determinations on requests to change insurance requirements must be brought to MTC SAFE's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to

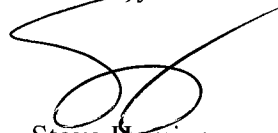
MTC SAFE's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

**Authority to Commit MTC SAFE**

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a TMC Video Wall Replacement Services Contractor to the MTC Operations Committee, which will commit MTC SAFE to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Heminger', with a large, stylized flourish extending from the end of the signature.

Steve Heminger  
Executive Director

SH:SL

J:\CONTRACT\Procurements\Operations & Support Svcs\RFPs\SAFE\TMC Video Wall\TMC Video Wall RFP 10-11.doc

REQUEST FOR PROPOSALS

to the

METROPOLITAN TRANSPORTATION COMMISSION  
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

for

BAY AREA CALTRANS DISTRICT 4 TRANSPORTATION MANAGEMENT CENTER  
VIDEO WALL REPLACEMENT SERVICES

June 23, 2010

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

## TABLE OF CONTENTS

<b>I. BACKGROUND.....</b>	<b>1</b>
A. BACKGROUND .....	1
<b>II. PROPOSER QUALIFICATIONS .....</b>	<b>1</b>
<b>III. SCOPE OF WORK, PERIOD OF PERFORMANCE, BUDGET AND PERSONNEL 1</b>	<b>1</b>
A. SCOPE OF WORK.....	1
B. PERIOD OF PERFORMANCE .....	1
C. BUDGET .....	2
D. PERSONNEL .....	2
<b>IV. PROPOSAL FORM .....</b>	<b>2</b>
A. TRANSMITTAL LETTER .....	2
B. TITLE PAGE .....	2
C. TABLE OF CONTENTS .....	2
D. PROJECT APPROACH .....	2
E. COST PROPOSAL .....	3
F. PROJECT SCHEDULE .....	4
G. REFERENCES.....	4
H. SUPPLEMENTARY INFORMATION .....	4
I. FORMS AND CERTIFICATES .....	4
<b>V. PROPOSAL EVALUATION.....</b>	<b>4</b>
A. VERIFICATION OF MINIMUM QUALIFICATIONS .....	4
B. REVIEW FOR GENERAL RESPONSIVENESS .....	5
C. EVALUATION CRITERIA .....	5
D. EVALUATION, BEST AND FINAL OFFER (BAFO) .....	6
E. RECOMMENDATION FOR AWARD .....	6
<b>VI. GENERAL CONDITIONS.....</b>	<b>6</b>
A. LIMITATIONS .....	6
B. AWARD.....	6
C. BINDING OFFER .....	6
D. CONTRACT ARRANGEMENTS .....	7
E. CONTRACTOR PAYMENT PROVISIONS .....	7
F. SELECTION DISPUTES.....	7
G. PUBLIC RECORDS .....	8
H. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT .....	8
<b>VII. SPECIAL CONDITIONS .....</b>	<b>13</b>
A. CONSTRUCTION CONTRACT PROVISIONS .....	13
B. SUBCONTRACTORS .....	13
C. INSPECTION AND ACCEPTANCE BY MTC SAFE .....	13
D. EXAMINATION OF SPECIFICATIONS AND SITES .....	14
E. UNKNOWN OBSTRUCTIONS .....	14
F. MEASUREMENTS .....	14
G. SUPPLIES.....	14
H. PREVAILING WAGE RATES, APPRENTICESHIP AND PAYROLL RECORDS .....	14
I. INJURY PREVENTION .....	14
J. BONDING .....	15
K. WITHHELD AMOUNTS AND FINAL PAYMENT .....	15
<b>APPENDIX A –SCOPE OF WORK .....</b>	<b>16</b>

<b>APPENDIX B –EXISTING SYSTEM DESCRIPTION.....</b>	<b>22</b>
<b>APPENDIX B-1 –TMC VIDEO WALL FRONT VIEW .....</b>	<b>23</b>
<b>APPENDIX B-2 –TMC FLOOR PLAN .....</b>	<b>24</b>
<b>APPENDIX B-3 –OPERATOR WORKSTATION TOP VIEW .....</b>	<b>25</b>
<b>APPENDIX B-4 – OPERATOR WORKSTATION FRONT VIEW .....</b>	<b>26</b>
<b>APPENDIX B-5 – PHOTOGRAPHS.....</b>	<b>27</b>
<b>APPENDIX C - COST PROPOSAL SPREADSHEET .....</b>	<b>29</b>
<b>APPENDIX D – PROJECT SCHEDULE .....</b>	<b>30</b>
<b>APPENDIX E – KEY PERSONNEL .....</b>	<b>31</b>
<b>APPENDIX F - REFERENCE FORM .....</b>	<b>32</b>
<b>APPENDIX G - CALIFORNIA LEVINE ACT STATEMENT .....</b>	<b>33</b>
<b>APPENDIX H - SYNOPSIS OF PROVISIONS IN MTC SAFE’S STANDARD CONTRACTOR AGREEMENT .....</b>	<b>34</b>
<b>APPENDIX H-1 - INSURANCE REQUIREMENTS.....</b>	<b>36</b>
<b>APPENDIX I - DEPARTMENT OF TRANSPORTATION REQUIREMENTS .....</b>	<b>38</b>
<b>APPENDIX I-1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS .....</b>	<b>43</b>
<b>APPENDIX I-2 - CERTIFICATION OF RESTRICTIONS ON LOBBYING.....</b>	<b>45</b>
<b>APPENDIX I-3 - LOCAL AGENCY PROPOSER/BIDDER DBE INFORMATION (CONTRACTOR CONTRACTS).....</b>	<b>46</b>
<b>APPENDIX I-4 - LOCAL AGENCY PROPOSER UDBE COMMITMENT (CONTRACTOR CONTRACTS).....</b>	<b>48</b>
<b>APPENDIX I-5 - UDBE INFORMATION—GOOD FAITH EFFORTS .....</b>	<b>50</b>
<b>APPENDIX J – SAMPLE TASK ORDER FORM.....</b>	<b>53</b>
<b>APPENDIX K- GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS.....</b>	<b>54</b>
<b>APPENDIX L- LABOR CERTIFICATION .....</b>	<b>62</b>
<b>APPENDIX M - PAYMENT BOND TO ACCOMPANY CONTRACT.....</b>	<b>63</b>



## **I. BACKGROUND**

### ***A. Background***

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) was established under the California Vehicle Code Section 2421.5. MTC SAFE is working in conjunction with State Department of Transportation (Caltrans) to increase the reliability of the freeway system and better manage traffic flow. The Request for Proposal is intended to meet this goal.

The Bay Area TMC is in need of a video wall replacement. Consisting of a 5x7 array of Barco 50" Overview mL50 cubes, the existing 23' long by 12' high frame structure has been in use 24 hours a day, 365 days a year for over ten years and has provided TMC users with live CCTV and map maps for incident detection and response. Current video units have exceeded their useful lifespan and support for these units is no longer cost-effective.

With the availability of current video products, MTC SAFE and Caltrans intend to procure video units that enhance performance and extend the useful lifespan. The intent of this procurement is to select a Contractor that can design, provide, and maintain a cost effective system that can meet the needs of Caltrans District 4 TMC users.

## **II. PROPOSER QUALIFICATIONS**

### **Minimum Qualifications**

To be considered for this project, the Proposer must demonstrate the following minimum qualifications:

3. Employ a certified California licensed Structural engineer for the pre-bid TMC video wall assessment.
4. Successful installation of three (3) or more video walls of similar size and complexity in the last five (5) years from the date of this RFP. Video walls cited in prior experience do not need to have implemented LED-illuminated video cubes.

## **III. SCOPE OF WORK, PERIOD OF PERFORMANCE, BUDGET AND PERSONNEL**

### ***A. Scope of Work***

A scope of work illustrating the type of tasks associated with this consulting effort is included in this RFP as *Appendix A, Scope of Work*. MTC SAFE will have the option to remove specific tasks and their respective budgets from the contract based on Contractor performance or TMC operational needs.

### ***B. Period of Performance***

Contractor shall complete the project development and installation work (Tasks 1-9) from the resulting contract no later than the date indicates in *Appendix D, Project Schedule*. Contractors

shall provide a six (6) year maintenance and support plan (Task 10) following the completion of Tasks 1-9. MTC SAFE will have the sole option to extend the contract for up to five (5) additional years, in time periods of MTC SAFE's choosing.

***C. Budget***

MTC SAFE has budgeted approximately \$1.5 million over six (6) years to pay for the work described in *Appendix A, Scope of Work*. At MTC SAFE's sole option, the contract may be extended for additional work as outlined in *Appendix A*.

***D. Personnel***

Key staff persons assigned to the project are expected to remain on the project through its completion. Any change in key staff persons identified in *Appendix E, Key Personnel*, is subject to the approval of the MTC SAFE Contract Manager. Removal of any key staff persons identified in the contract without written consent of the MTC SAFE Contract Manager may be considered a material breach of contract.

**IV. PROPOSAL FORM**

Proposers must submit an original and six (6) hard copies and one electronic copy in pdf format of their proposal to MTC SAFE, at the address listed on page 2 of the letter of invitation, by 4:00 pm, Wednesday, July 21, 2010, to be considered. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposer's capabilities. Each proposal shall include:

***A. Transmittal Letter***

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signator.

***B. Title Page***

Proposals must include a title page that includes the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, the contact person's email address and/or telephone number, and the date.

***C. Table of Contents***

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

***D. Project Approach***

This section should clearly convey Contractor's understanding of the nature of the work and the approach to be taken. It should include, but not be limited to, the following:

1. Project purpose: Provide a description of the purpose of the project. The description shall be in sufficient detail to demonstrate a clear understanding of the project.
2. Project Management: Explain how the tasks and subtasks in *Appendix A, Scope of Work*, will be accomplished and your overall approach to managing the work as well as assumptions and risks that may be encountered. For each task, proposers shall expand on MTC SAFE's task description to provide more detail on how work will actually be performed and what measures will be taken to meet task deadlines. Specifically address what steps shall be taken to meet Task 6 and 7's 15-calendar day deadline, and if applicable, recommend the number of days Contractor estimates this task to be completed in less than 15 days. Identify any important considerations not addressed.
3. Seismic structural work and seismic platform: Describe potential seismic structural work to support the video units. Additionally, indicate whether the existing seismic platform can be reused (structural calculations are not required as part of the proposal.) If the Proposer recommends replacing or upgrading the seismic platform to support the video wall solution, additional seismic platform replacement costs shall be included as part of the cost proposal. If Contractor's structural calculations later determine that the seismic platform must be upgraded or replaced beyond the extent shown in Contractor's bid, all additional costs associated with such upgrade/replacement shall be borne by Contractor with no additional compensation by the agency; The selected Contractor's proposal to replace or reuse the existing seismic platform will be required to be sealed by a California licensed Structural Engineer and approved by Caltrans and/or designee of the State of California before beginning installation.
4. Proposed Solution: Provide a description and sketch that illustrates the video wall opening and the proposed video wall unit (and new seismic platform, if applicable.) The proposer shall provide the number of units, dimensions, overall weight (including the proposed seismic platform, if applicable), and if there will be a gap or overlap with the existing wall opening. If necessary, the proposer shall describe how the video wall opening will be modified to fit the proposed solution.
5. Warranty and maintenance support: Describe the 6-year warranty and maintenance plan, including but not limited to, items warrantied and/or maintained under the plan, response time to issues reported by Caltrans staff, preventative maintenance tasks and frequency etc. Provide the location of the closest office where personnel will be dispatched from for video wall maintenance and repair services. Specifically address the items in Task 10 of the Scope of Work when describing your maintenance and warranty support.

### ***E. Cost Proposal***

Provide a breakdown of the expected expenditures of funds in *Appendix C, Cost Proposal Spreadsheet*. Where indicated in *Appendix C*, provide additional detailed information on the cost breakdown in the Project Approach section, above. Additionally, provide fully loaded (inclusive of overhead, or other direct costs and profit) hourly rates to be applied to task order work under Task 11.

### ***F. Project Schedule***

Contractor shall submit a complete *Appendix D, Project Schedule*, by filling in due dates. Additionally, Contractor may suggest or modify the schedule based upon the recommended work plan.

### ***G. References***

Provide references of three (3) clients for whom the Proposer has installed video walls of similar size, along with the names and telephone numbers of a contact person for each reference. Reference form is attached to this RFP as, *Appendix F, Reference Form*.

### ***H. Supplementary Information***

1. Pre-Bid TMC Video Wall Assessment Results: Describe the TMC video wall assessment results, including, but not limited to, video wall opening dimensions, structural specifications, and any other information needed to recommend a video wall system. The assessment should demonstrate through sufficient detail how the proposed solution fits within the existing wall opening.
2. Product Data Sheets: Describe the products the firm intends to provide as part of this project. Product data sheets shall include, at minimum, dimensions, lamp life, brightness at the ½ gain viewing angles in cd/m<sup>2</sup>, brightness uniformity (%), vertical and horizontal half gain viewing angles, resolution, contrast ratio, number of colors displayed, separation between adjacent display modules, and any other pertinent performance measurements.
3. Proposer's experience: Provide 1) Proposer's number of years in the video wall installation business, and 2) a list of all successful video wall projects of similar size and scope to this project. For the latter, provide a list of staff persons assigned to those projects and describe whether the project was on schedule and within budget.

### ***I. Forms and Certificates***

1. A signed California Levine Act statement (Appendix G).
2. A signed Insurance Requirements document (Appendix H-1).
3. Federally-required certifications related to lobbying, debarment, and subcontractor information (Appendices I-1, I-2, I-3, I-4, I-5, and I-6).

## **V. PROPOSAL EVALUATION**

### ***A. Verification of Minimum Qualifications***

The Project Manager will review proposals to ensure that each proposal meets the minimum qualifications set out in *Section II* of this RFP. Proposers failing to meet the minimum qualifications or to satisfy the Underutilized Disadvantaged Business Enterprise (UDBE) requirements in this RFP will not be considered.

## ***B. Review for General Responsiveness***

The Project Manager, in consultation with the MTC SAFE Office of General Counsel, will then conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in *Section IV, Proposal Form*. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in *Section IV, Proposal Form*, may be considered complete and generally responsive, if evaluation in every criterion is possible.

MTC SAFE reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.

## ***C. Evaluation Criteria***

Responsive proposals will then be evaluated by a panel of MTC SAFE and Caltrans staff. Proposals will be evaluated on the basis of the following four evaluation factors, listed in descending order of relative importance (weight factor represented by percentage.) Listed under each evaluation factor are aspects of the proposals that the panel will consider in its evaluation.

### **1. Overall Cost Effectiveness (50%)**

Criteria include:

- Project development, capital, potential seismic structural work, and maintenance/warranty costs (Tasks 1-10 of the Scope of Work). 90% weight within cost category;
- Burdened task order hourly rates. To determine the burdened hourly rate, the panel will weigh the Lead Project Manager at 50%, and all other technician's average hourly rate at 50%. 10% weight within cost category.

### **2. Recommended system (35%)**

Extent to which the proposed system meets the performance requirements specified in *Appendix A*. Criteria include:

- Ability to maximize use of the video wall opening. 40% weight within recommended system category;
- Ability to exceed the performance specifications in terms of contrast ratio, resolution, brightness, brightness uniformity,  $\frac{1}{2}$  gain viewing angle (H&V), and minimum separation between display modules. 60% weight within recommended system category.

### **3. Project approach (10%)**

Extent to which the proposal provides assurance that the project shall be completed on time, with minimal downtime, and with appropriate support. Criteria include:

- Firm's experience, including but not limited to, the number of years in the business, number of successful projects of similar size and scope, etc.;
- Lead Project Manager's experience, including but not limited to, the number of years in the business, number of successful projects of similar size and scope, etc.;
- Ability to minimize downtime and noise/dust during Tasks 6 and 7;
- Location of office where maintenance staff are dispatched from for maintenance, service and

repair requests.

4. References (5%)

Proposers shall be evaluated upon the responses given by the three references. If references are not current or non-responsive, it will be counted against the proposer.

***D. Proposer Discussions***

The purpose of discussions with a proposer on the “short-list” will be to identify to that proposer specific deficiencies and weaknesses in its proposal and to provide the proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence (including e-mail) and/or face-to-face during interviews. The proposer, as well as other key personnel identified by the evaluation panel, will be expected to participate in any interview/discussions.

MTC SAFE reserves the right to not convene oral interviews/discussions and to make an award on the basis of initial proposals, with or without interviews.

***E. Request for Best and Final Offer***

Following the discussions, if held, MTC SAFE will give the proposers on the “short-list” the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of a Request for Best and Final Offer (BAFO). A proposer shall be prepared to submit its BAFO in accordance with the procurement schedule in the letter of invitation. Following receipt of the BAFOs, the evaluation panel will re-evaluate the proposals, as revised, against the evaluation criteria. The evaluation panel will then recommend a proposer to the Executive Director. If approved by the Executive Director, the recommendation will be presented to the MTC SAFE Operations Committee for approval.

**VI. GENERAL CONDITIONS**

***A. Limitations***

This RFP does not commit MTC SAFE to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

***B. Award***

Any award made will be to the Contractor whose proposal is most advantageous to MTC SAFE based on the evaluation criteria outlined above.

***C. Binding Offer***

A signed proposal submitted to MTC SAFE in response to this RFP shall constitute a binding offer from Contractor to contract with MTC SAFE according to the terms of the proposal for a

period of ninety (90) days after its date of submission, which shall be the date proposals are due to MTC SAFE.

#### ***D. Contract Arrangements***

The selected Contractor will be expected to execute a contract based on the terms and conditions in *Appendix H, Synopsis of Provisions in MTC SAFE's Standard Contractor Agreement*. Proposers who wish to review the full contract prior to proposal submission should request a copy from the MTC SAFE Project Manager. Particular attention should be paid to MTC SAFE's insurance and indemnification requirements. Requests for modifications or exceptions to any provision of the appendices must be submitted in accordance with the schedule in the Letter of Invitation to guarantee consideration. Failure to submit proposed modifications by the deadline shall be deemed acceptance of the terms and conditions in the Standard Contractor Agreement.

#### ***E. Contractor Payment Provisions***

The contract payment terms for Task 1 through 9 will be lump sum (firm fixed price) with payment made on the basis of receipt by MTC SAFE of satisfactory deliverables. Task 10 shall be paid in lump sum amounts on a yearly basis. Task 11 (task orders) shall be deliverables or time and materials-based.

#### ***F. Selection Disputes***

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Contractor on the grounds that MTC SAFE procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Contract Manager a written explanation of the basis for the protest:

- 1) No later than 4:00 pm on the third working day prior to the date proposals are due, for objections to RFP provisions;
- 2) No later than 4:00 pm on the third working day after the date on which the proposer is notified that it was found to be nonresponsive or has failed to meet the minimum qualifications; or
- 3) No later than 4:00 pm on the third working day after the date on which contract award is authorized by the Administration Committee or the date notified that it was not selected, whichever is later, for objections to Contractor selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum requirements, the evaluation record shall remain confidential until the MTC SAFE Administration Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the Executive Director.

The Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor by MTC SAFE's Administration Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC SAFE Administration Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Administration Committee's decision will be the final agency decision.

### ***G. Public Records***

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the Administration Committee has authorized award.

### ***H. Disadvantaged Business Enterprise (DBE) Requirement***

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its Contractors and contractors. Contractor's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC SAFE has established an Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of 12% for this contract; the UDBE goal applies to all non-discretionary tasks. Respondents are required to document their activities in the solicitation and selection of subcontractors on *Appendices I-3, I-4, and I-5*, the Local Agency Proposer UDBE Information (Contractor Contracts), Local Agency Proposer DBE Information (Contractor Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC SAFE may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Appendix I*.

Appendices I-1, I-2, I-3, I-4, and I-5 are Caltrans-required forms. Proposers ***must*** complete Appendices I-1, I-2, I-3, I-4 and I-5 according to the instructions in their entirety. This applies even if a proposer is a UDBE/DBE.

### **1. TERMS AS USED IN THIS DOCUMENT:**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:



- Black American
- Asian-Pacific American
- Native American
- Women
- The term “proposer” refers to firms submitting SOQs in response to this RFP; the term “proposal” means the SOQ.
- The term “Contract.” also means Agreement.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

## **2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

## **3. SUBMISSION OF UDBE AND DBE INFORMATION**

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Contractor Contract) Commitment” (Exhibit 10-O(1)) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer/Bidder-DBE (Contractor Contract)-Information” (Exhibit 10-O(2)) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

#### **4. DBE PARTICIPATION – GENERAL INFORMATION**

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer, not submitting as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
  - 3. The proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime contractor shall list only one subcontractor for each portion of work as defined in its proposal and all DBE subcontractors should be listed in the list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

#### **5. RESOURCES**

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled Find a Certified Firm
- Click on Query Form link, located in the first sentence
- Click on Certified DBE's (UCP) located on the first line in the center of the page
- Click on Click To Access DBE Query Form
- Searches can be performed by one or more criteria
- Follow instructions on the screen
- “Start Search,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form

C. How to Obtain a List of Certified DBEs without Internet Access

**DBE Directory:** If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

**6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## **VII. Special Conditions**

### ***A. Construction Contract Provisions***

General Conditions for construction contracts, applicable to the public works components of this project, are included in this RFP as Appendix K.

### ***B. Subcontractors***

Proposers may subcontract portions of the work to be performed under the contract but must notify MTC SAFE of the subcontracted work. Bidders shall be held responsible for all work conducted through a subcontractor.

### ***C. Inspection and Acceptance by MTC SAFE***

#### **1. Inspection**

The MTC SAFE Project Manager will monitor the work of the Contractor. The MTC SAFE Project Manager or designated Inspector must accept all work performed and equipment provided by Contractor prior to billing. All performance, which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services shall be subject to inspection and test by MTC SAFE or its designated inspector at all times during the term of the contract. The Contractor shall provide adequate cooperation to the Inspector assigned by MTC SAFE to permit the Inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided.

#### **2. Acceptance**

Acceptance of each deliverable by the MTC SAFE Project Manager of the designated Inspector shall be a requirement prior to payment.

If any services performed hereunder are not in conformity with the specifications and requirements of this contract, MTC SAFE shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount, prior to acceptance. When the services to be performed are of such nature that the difference cannot be corrected, MTC SAFE shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the price to reflect the reduced value of the services performed.

In the event that Contractor fails to perform the services promptly or take necessary steps to ensure future performances of the service in conformity with the specifications and requirements of the contract, MTC SAFE shall have the right (1) to terminate these contract for default; and (2) by contract or otherwise to have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to MTC SAFE that is directly related to the performance of such services.

***D. Examination of Specifications and Sites***

Proposers shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that a Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

***E. Unknown Obstructions***

Should any unknown obstruction be encountered during the course of this contract the Contractor shall immediately bring it to the attention of the MTC SAFE Project Manager. The Contractor shall be responsible for the protection of all employees, existing equipment, furniture, or utilities encountered within the work area.

***F. Measurements***

It is the responsibility of the bidder to make all measurements to determine his/her bid price. MTC SAFE will not be responsible for determining the quantities of materials necessary to complete the work specified.

***G. Supplies***

Contractor is to provide all necessary supplies and to include the costs of such supplies in its bid. A list of all supplies to be used by the Contractor is to be provided to and approved by the MTC SAFE Project Manager prior to use. The Material Safety Data Sheets (MSDS) or equivalent information on each product used is to be attached to the list.

***H. Prevailing Wage Rates, Apprenticeship and Payroll Records***

The Contractor shall comply with California Labor Code Sections 1720 *et seq.* and Title 8 of the California Code of Regulations Sections 16000 *et seq.* governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations. In particular, the Contractor's attention is drawn to Labor Code Sections 1770 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). The selected Contractor will be provided with the labor certification set forth in Labor Code Section 1861, attached as *Appendix L*, upon notification of award and must return a signed certification prior to performing work.

***I. Injury Prevention***

As part of MTC SAFE's Injury Prevention Program (IPP) established pursuant to California Labor Code Section 6401.7, Contractor may be required to provide MTC SAFE with a description of Contractor's IPP and, specifically, of methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work.

***J. Bonding***

The Contractor shall furnish a Labor and Material Payment Bond in an amount equal to 100% of the total bid amount. The Payment Bond shall be made in favor of MTC SAFE, on a form provided by MTC SAFE executed by a surety company acceptable to MTC SAFE (Best Guide Rating of “A+10” or better) and authorized to execute such in the State of California; and shall be furnished within five (5) days of receipt of Notice to Award from MTC SAFE. The Payment Bond shall secure the payment of the claims of laborers, mechanics or material men employed on the work under Contract and shall be in full force and effect until all work is accepted by MTC SAFE and all claims for materials and labor have been paid. Changes in the Scope of work and/or Specifications (*Appendix A*) or any other part of the contract including time extensions, may be made without securing consent of the surety or securities on the contract bond and shall in no way release Contractor from its obligations hereunder. A sample Labor and Material Payment Bond is attached as *Appendix M*.

***K. Withheld Amounts and Final Payment***

MTC SAFE shall withhold, as a retainage, 5% of the value of each payment due hereunder until all services required under this Agreement have been completed and accepted by MTC SAFE. Final payment of any balance due Contractor, including any amounts withheld, will be made promptly after satisfactory completion of the work under this Agreement, and after receipt and written acceptance by MTC SAFE of the work required under this Agreement.

## APPENDIX A –SCOPE OF WORK

The Contractor shall provide services to replace and maintain Transportation Management Center (TMC) video wall at the Caltrans Bay Area District 4 TMC, located at 111 Grand Ave, in Oakland, CA.

### Video Wall Performance Requirements:

Parameter	Requirement
Cube Type	Rear projection, LED illuminated, DLP, rear access
Cube Size	50” diagonal or 80” diagonal (nominal)
Wall Configuration	5(H) x 7(W) or 3(H) x 4(W)
Contrast Ratio	1400:1 minimum
Resolution	1400 x 1050 minimum
Aspect Ratio	4:3
Brightness	120cd/m <sup>2</sup> minimum
Brightness Uniformity	85% minimum
½ Gain Viewing Angle (H)	Greater than 30°
½ Gain Viewing Angle (V)	Greater than 30°
Separation between adjacent display modules (seam)	4mm maximum

### Physical Requirements:

- The new video wall shall fit within the existing physical opening, and match the existing physical opening size to the maximum extent possible.
- A slight overlap, up to 3 inches, of the video wall beyond the dimensions of the existing wall opening is acceptable provided that the Contractor widens the existing opening by removing sheet rock only and refinishing the walls. Wall studs are not permitted to be moved or cut.
- The face of the screens shall be flush with surface of the existing adjacent walls of the TMC.
- If a gap exists between the installed video wall and the adjacent walls of the TMC, border trim is required between the new video wall and the edge of the existing opening. Border trim will be fabricated and/or painted to match the existing walls.
- The new screens should be centered in the opening such that any gap is evenly distributed on all sides.

### Procedural Requirements:

- Upon MTC SAFE Contract Manager’s approval of the delivered equipment, Tasks 6 and 7 shall be completed within 15 days.
- Noise levels shall be kept to a minimum during the normal work hours of 5AM-7PM Monday through Friday as the TMC is a control center with an active radio dispatch center. The Contractor shall schedule noisy work activities after 7PM and before 5AM Monday through Friday or during weekends.
- Project Management duties. Contractor shall lead weekly project development conference call meetings with Caltrans and MTC SAFE staff for status updates. Provide weekly



conference call agendas 24 hours in advance, and provide meeting minutes within five days following the weekly meeting. Conference calls are expected not to exceed two hours per week. Provide travel and accommodation to and from Caltrans District 4 for all Contractor and Subcontractor staff.

**Notice to Proceed 1 (NTP1) shall be issued by MTC SAFE on, or shortly following, the contract start date. NTP1 is authorization to proceed with the following:**

**Task 1     Product cut sheets and on-site demonstrations**

Provide product cut sheets and on-site demonstrations to MTC SAFE and Caltrans for the proposed products.

*Deliverables: Product cut sheets and on-site product demonstrations.*

**Task 2     Structural analysis**

Provide structural calculations of internal support structure including demonstration that Seismic Zone IV lateral design loads are supported. Structural Engineer shall determine maximum transfer loads allowed at connection points from new video wall frame to eighth floor connections and seismic platform. Proposed solution shall not exceed maximum connection transfer loads determined by Structural Engineer. Redundancy shall be required such that connection failure does not result in overall failure in accordance with seismic codes. A report with CAD drawings shall contain calculations and structural and mechanical details of the proposed video wall mounts, frame, platform, projectors, screens, mirrors, cable management, and seismic bracing to the building structure. Also include all vendor contacts providing equipment and/or services. The structural analysis report shall be sealed by a California-licensed Structural Engineer and updated as deemed necessary throughout the course of this project.

*Deliverables: Draft and Final Structural Analysis Report*

**Task 3     Work plan, project schedule and product purchase list**

Provide a work plan for tasks 5-10, a detailed schedule (including, but not limited to, planned wall outages and duration), and a product purchase list. The work plan shall list key personnel to be assigned to each task. Also include efforts to minimize noise and dust during equipment removal and installation. The work plan and schedule shall be updated as deemed necessary throughout the course of this project. The Product Purchase List shall include all items necessary for the removal and construction of the video wall, including but not limited to, video wall units, structure, fabrication materials etc. Delivery, tax, and any other costs shall be included.

*Deliverables: Draft and Final Work Plan, Project Schedule and Product Purchase List*

**Task 4     Acceptance test procedures**

Provide Acceptance Test Procedures to verify proper video wall installation and configuration. Acceptance tests shall be performed by the Contractor and witnessed by, and designated in front of Caltrans staff.

*Deliverables: Draft and Final Acceptance Test Procedures Report*

**Following written acceptance of the deliverables above, Notice to Proceed 2 (NTP2) shall be issued and Contractor shall proceed with the following:**

**Task 5     Equipment purchase, delivery, confirmation and storage**

- a) Equipment Purchase  
Purchase equipment as approved in Task 3.
- b) Deliver video wall modules and other equipment when construction within spaces where the modules will be installed is substantially complete, and installation of screens is ready to take place.
- c) Deliver video wall equipment to a location within the Caltrans building designated by the Contract Manager or designated representative. Contractor shall coordinate with the Contract Manager to establish delivery dates and times. A Contractor's representative shall be onsite to oversee and receive all deliveries. Contractor shall ensure accurate equipment delivery and condition. If equipment is damaged or non-functioning, the Contractor shall package, remove and return the equipment and ensure the delivery of replaced equipment to a location within the Caltrans building. Contractor shall ensure that screens, video wall modules, projectors and other equipment are protected from damage during delivery, handling, storage, and installation. Contractor shall store rear projection screens and projectors in manufacturer's protective packaging in a position that complies with screen manufacturer's directions. Contractor shall keep units in manufacturer's packages until time of installation. Contractor shall protect surfaces or rear projection screens from damage due to abrasion, dust, and other conditions.
- d) Provide all cabling, hardware, adapters, connectors, and incidental items necessary to provide a fully functioning video wall conforming to the requirements of this RFP. Unless otherwise stated in these specifications, all equipment shall be new and of current manufacture. All cabling shall be labeled at each end identifying the destination of the cable. All equipment and systems shall be complete, installed, functional, tested, and in operation before acceptance will be granted by the Contract Manager or designee.
- e) Provide an inventory of all equipment including serial numbers and warranty information.

*Deliverables: Equipment purchase, delivery, confirmation and storage, equipment inventory report listing all equipment ordered and received.*

Task 6	<p><u>Video wall frame structure and/or seismic platform removal and construction/modification</u></p> <p>a) Remove, dispose/recycle existing video wall structure and/or seismic platform per EPA standards. Provide a list of removed equipment.</p> <p>b) Construct or modify video wall frame structure and/or seismic platform. Provide a list of installed equipment.</p> <p>c) Using the Structural Analysis Report, provide updated as-built CAD drawings to reflect actual structural equipment used, as well as vendor contacts providing equipment and/or additional services.</p> <p><i>Deliverables: Video Wall Structure and Seismic Platform Removal and Installation, Project Report.</i></p>
Task 7	<p><u>Video equipment removal and installation</u></p> <p>a) Equipment Removal</p> <ul style="list-style-type: none"><li>• Remove and properly dispose of thirty five (35) existing Barco OverView ml50 video displays, projector cubes, video engines, rendering hardware, controller and cables per EPA standards. Equipment shall promptly be removed from the Caltrans location.</li><li>• Store/remove all Contractor tools, construction debris, and any other articles used during the removal of the equipment each day to avoid TMC operations disruption.</li></ul> <p>b) Equipment Installation</p> <ul style="list-style-type: none"><li>• Install all equipment within the determined working hours schedule provided by Caltrans.</li><li>• Ensure proper connection to and integration with the existing Jupiter Fusion 980 controller and video graphic cards.</li><li>• Ensure proper alignment, color balance, and balance brightness of all video units.</li><li>• Provide all necessary construction tools and equipment according to the applicable standards for electrical and electronic equipment to remove, install, and test video wall components.</li></ul> <p><i>Deliverables: Video equipment removal and installation, Project Report.</i></p>
Task 8	<p><u>Acceptance testing</u></p> <p>Following a 30-day burn-in period, perform acceptance testing using the Acceptance Test Procedures Report developed under Task 4 to validate the requirements of these specifications and to verify operation of the system as described in these specifications. Contractor shall coordinate and conduct acceptance testing in the presence of the MTC SAFE Contract Manager or designee. Contractor shall be responsible for documenting the results of the tests and forwarding them to the MTC SAFE Contract Manager or</p>

designee. If deficiencies are noted by the Contractor or by the Contract Manager or designee, Contractor shall rectify them in a timely manner and repeat the tests until all deficiencies are addressed. Contractor shall supply all equipment, labor, and materials required to perform testing as part of the project.

*Deliverables: Final Acceptance Test Report Results*

Task 9 Equipment maintenance training

a) Maintenance Training Course

Provide a maintenance training course on proper operation, maintenance, cleaning, and troubleshooting procedures of the video system equipment. The course shall be designed specifically on the final configuration and training materials shall include as-built schematic drawings showing all data, video, and electrical connections to the cubes. The maintenance course shall provide training for technical personnel and shall follow a training outline prepared by the Contractor. The Contractor shall provide all materials and instructors. No more than 15 State Employees with technical backgrounds will attend the course. The course shall be a minimum of four (4) hours in duration. The maintenance section of the training course shall cover preventive, routine and emergency maintenance procedures. The maintenance course shall also include “hands on” training using operational equipment.

b) Training Manual

One copy of the manual for this course shall be delivered to the Contract Manager or designee for approval at least 4 weeks prior to the scheduled class. The training manual shall be written specifically for this project and shall provide complete procedures for the operation, maintenance, and trouble shooting of the video wall equipment. One electronic copy of the approved training manual, presentation graphics, equipment installation, maintenance, and operation manuals shall be provided to the MTC SAFE Contract Manager or designee. Each person in the training course shall receive a final hard copy training manual.

*Deliverables: Training course, draft and final training manual in word and pdf format.*

Task 10 Maintenance

A 6 year maintenance support plan shall commence following system acceptance per the Acceptance Test Report. Maintenance shall include, but is not limited to, the following:

- Next business day response time for all parts and labor (including consumables);
- Minimum two site visits per year (including alignments);
- Warranties on all manufacturer equipment and systems provided under contract;
- One (1) complete set of replacement LED lamps.

*Deliverables: 6-year warranty and maintenance plan and support.*

Task 11 Task orders

Task orders for additional equipment and/or services shall be established through a Task Order. A sample task order form attached in *Appendix K, Sample Task Order Form*.

## **APPENDIX B –EXISTING SYSTEM DESCRIPTION**

### Existing video wall:

- Frame structure consists of a 5 X 7 array of interlocking Barco 50” OverView mL50 cubes on a custom made seismic platform.
- Dead load per unit is 154 lbs per module x 35 modules = 5,390 lbs.
- Structural frame is a gravity load that sits on the seismic platform resting on the sixth floor.
- Structural frame ties in to eighth floor ceiling with lateral braces.
- The four LCD monitors below the Barco cubes shall not be replaced.

### Existing seismic platform

- Supports video wall
- Frame is about 23 feet long, 49.5 inches tall, and 46.2 inches wide.
- Seismic frame is estimated to be able to support 5,390 lbs or less, assuming the current load did not exceed the design load. Regardless of the weight of the proposer’s video wall solution, the adequacy of the seismic platform will be required to be checked by a Structural Engineer .

### Related components:

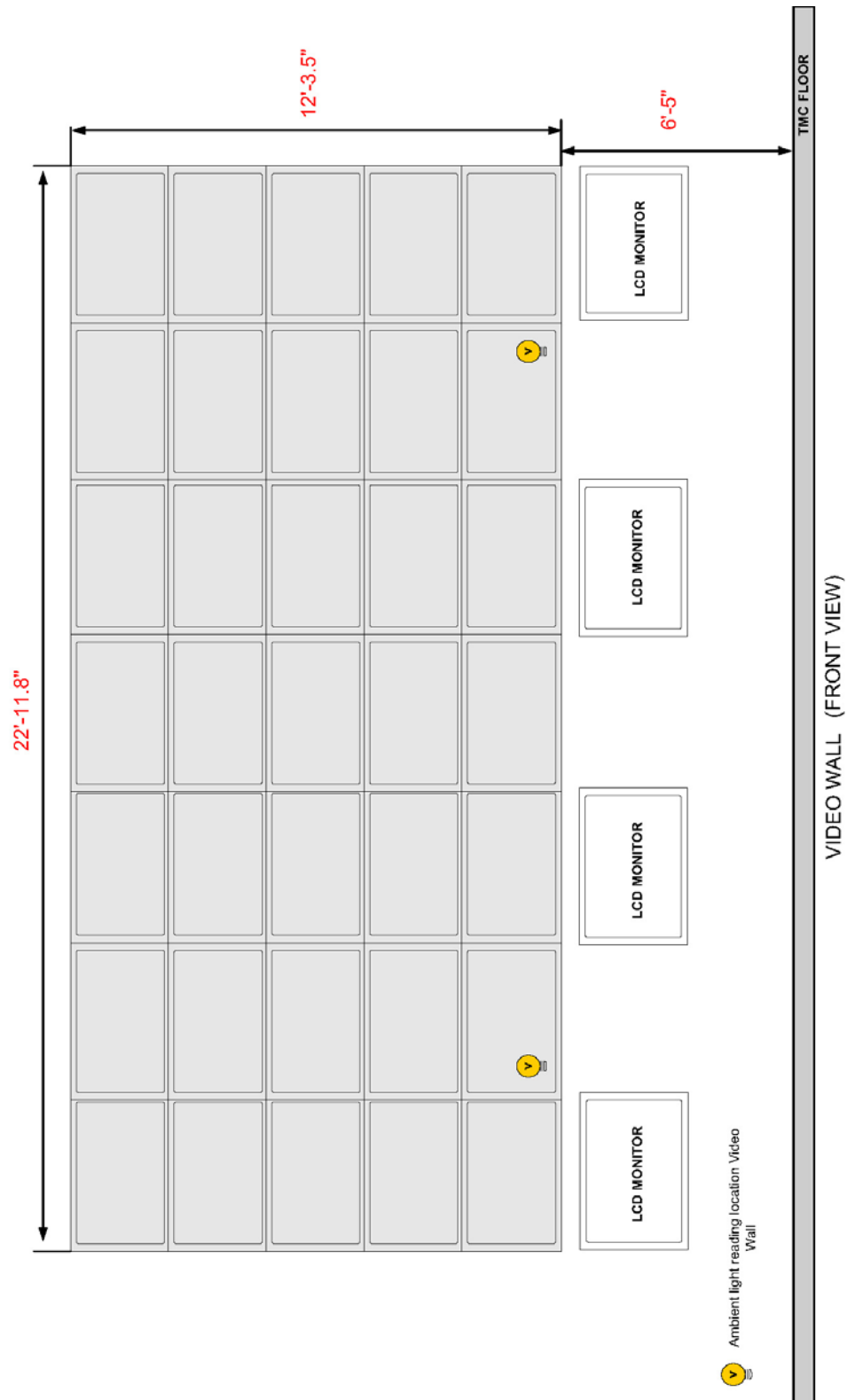
- A Jupiter Fusion 980 controller, video graphic cards, and custom cables were installed to drive the existing Barco OverView mL50 cubes. The Jupiter Fusion 980 controller interfaces with 32 NTSC composite analog video sources from various video components. The video wall upgrade shall interface to the existing Jupiter Fusion 980 controller and video processor boards. The existing Jupiter Fusion 980 is equipped with thirty five (35) graphical outputs. The video controller will not be upgraded as part of this contract.
- Electrical circuits: 7-20Amp, 120VAC

### Resources:

- Storage area (Size and location to be assessed during pre-bid assessments.)

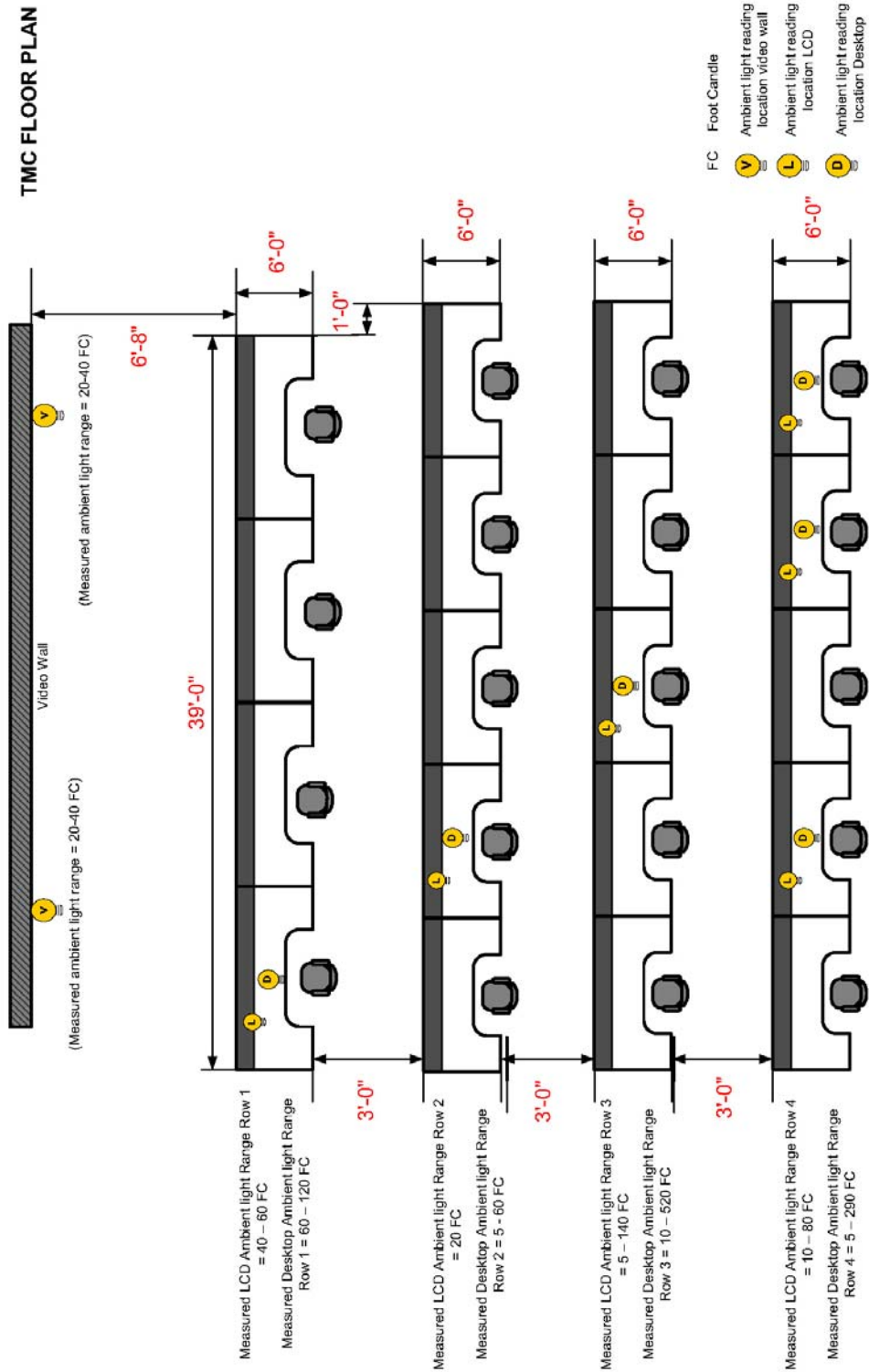
Loading dock: receiving hours- 8am-5pm M-F, freight elevator dimensions- 8’ long, 5’ wide, 9.5’ high.

## APPENDIX B-1 –TMC VIDEO WALL FRONT VIEW



Source: Transcore. These are approximate dimensions only.

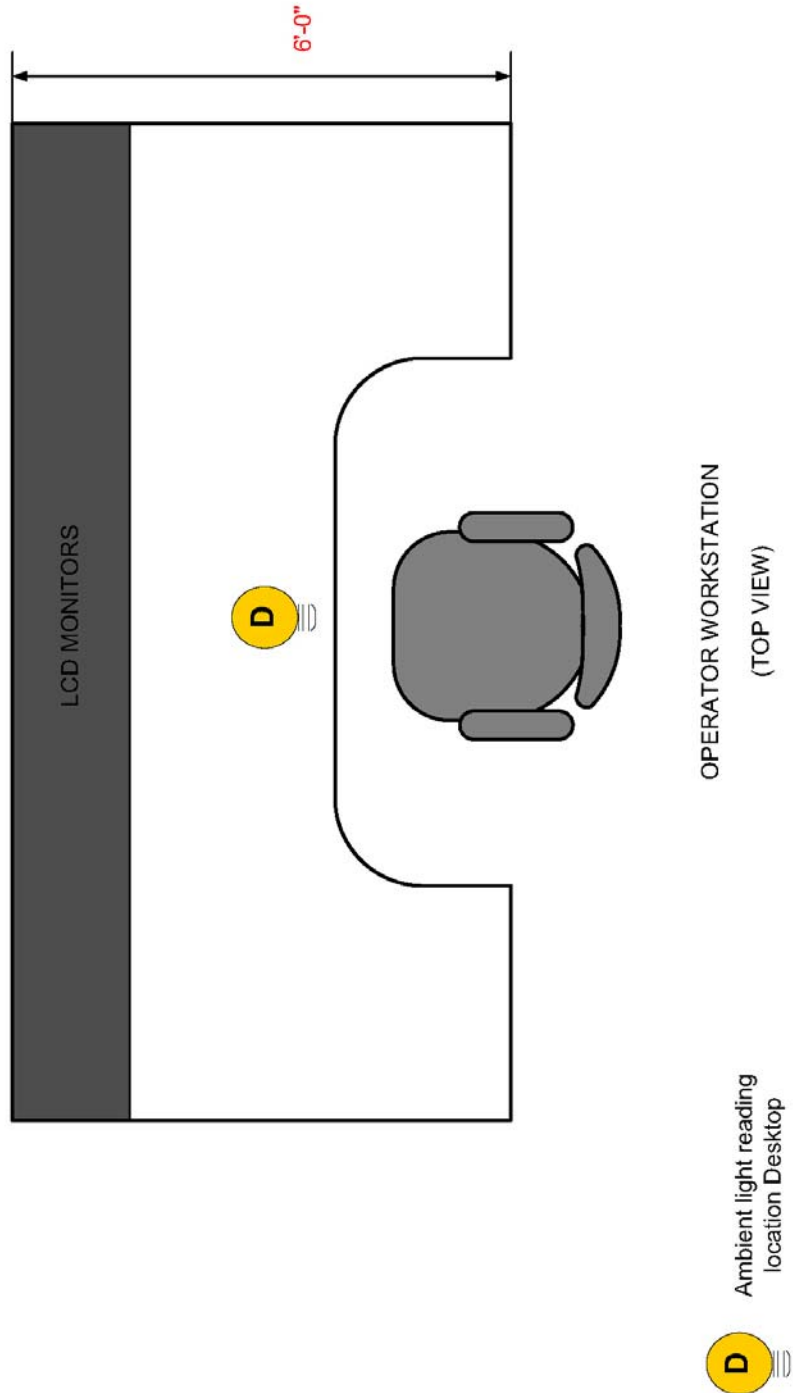
## APPENDIX B-2 –TMC FLOOR PLAN



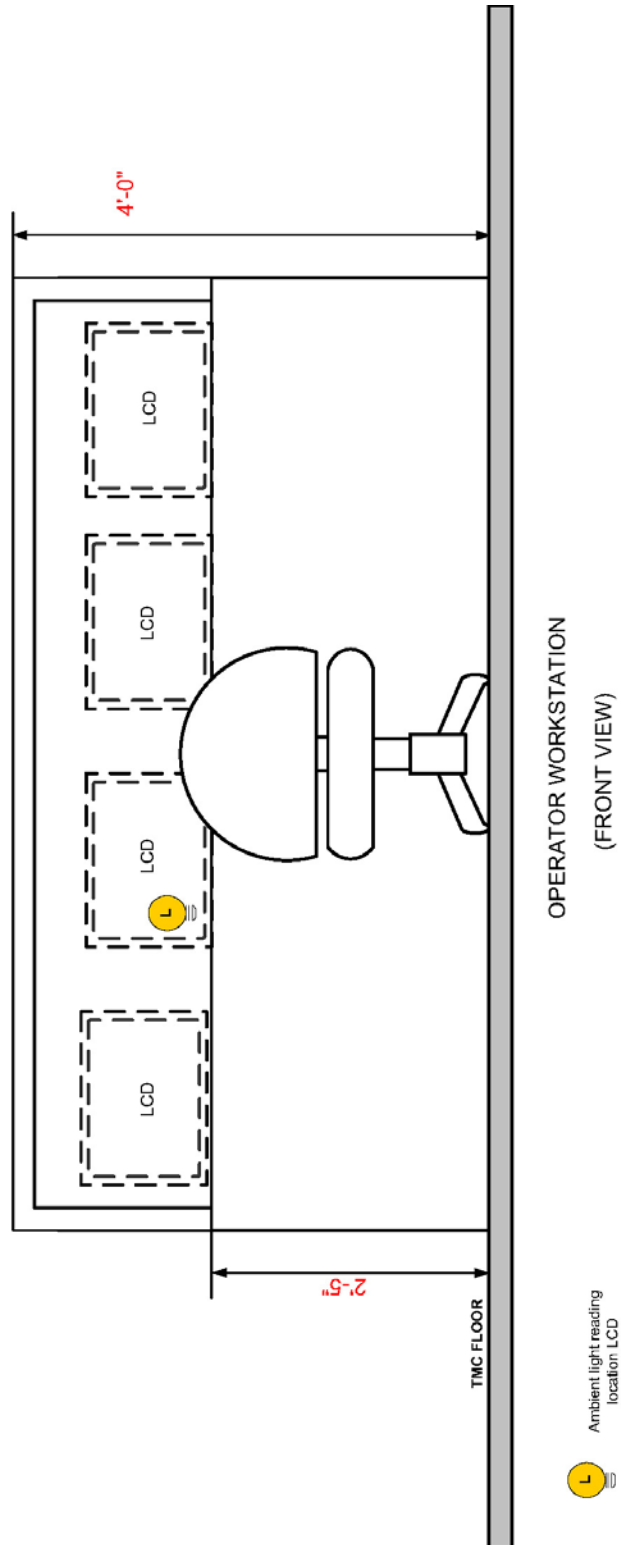
Source: Transcore



**APPENDIX B-3 –OPERATOR WORKSTATION TOP VIEW**



**APPENDIX B-4 – OPERATOR WORKSTATION FRONT VIEW**



Source: Transcore

## APPENDIX B-5 – PHOTOGRAPHS



Bay Area TMC- front view with typical image layout.



Loading dock



Behind video wall

### APPENDIX C - COST PROPOSAL SPREADSHEET

Task	Development and Installation Deliverables	Total
1	Product cut sheets and on-site demonstrations	\$
2	Draft and Final Structural Analysis Report	\$
3	Draft and Final Work Plan, Project Schedule, Product Purchase List	\$
4	Draft and Final Acceptance Test Procedures Report	\$
5	Equipment purchase, delivery, confirmation and storage, Equipment Inventory Report. <i>(Provide a cost breakdown of all equipment, delivery costs, and handling costs on a separate sheet)</i>	\$
6	Video Wall Structure and Seismic Platform Removal and Installation, Project Report <i>(Provide a cost breakdown for labor, materials and other costs associated with this task on a separate sheet)</i>	\$
7	Video equipment removal and installation, Project Report <i>(Provide a cost breakdown for labor, materials, and other costs associated with this task on a separate sheet)</i>	\$
8	Final Acceptance Test Report Results	\$
9	Training course, Draft and Final Training Manual	\$
	<u>Project Development and Installation Total</u>	\$
	<b>Maintenance</b>	
10	6-Year Warranty and Maintenance Plan and Support. Payments shall be made in yearly increments.	\$
Person	Person name (must match personnel in Appendix E)	\$ per hour
1		\$
2		\$
3		\$
4		\$
5		\$

## APPENDIX D – PROJECT SCHEDULE

Task	Deliverable	Duration (# calendar days)	Progress (# of calendar days from NTP)
	<b>Notice to Proceed (NTP) 1:</b>		<b>NTP 1, Day 1 (expected October 1, 2010)</b>
1	Product cut sheets and on-site demonstrations		
2a	Draft Structural Analysis Report		
2b	<i>7 day internal review</i>	7	
2c	Final Structural Analysis Report		
3a	Draft Work Plan, Project Schedule, Product Purchase List		
3b	<i>7 day internal review</i>	7	
3c	Final Work Plan, Project Schedule, Product Purchase List		
4a	Draft Acceptance Test Procedures Report		
4b	<i>7 day internal review</i>	7	
4c	Final Acceptance Test Procedures Report		
	<i>7 days to NTP2 issuance</i>	7	
	<b>Notice to Proceed 2:</b>		<b>NTP 2, Day 1</b>
5	Equipment purchase, lead time, delivery, confirmation and storage, Equipment Inventory Report		
6	Video Wall Structure and Seismic Platform Removal and Installation, Project Report		
7	Video equipment removal and installation, Project Report	(15 max)	
	burn-in period	30	
8	Acceptance Test Report Results		
9	Training course, Draft and Final Training Manual		
	<i>Completion date for Tasks 1-9</i>		<b>No later than March 31, 2010</b>
	<b>Maintenance Period</b>		
10	Warranty and Maintenance Plan and Support	2,190	N/A

### APPENDIX E – KEY PERSONNEL

List the key personnel who will be working on this project. Include their area of expertise and experience.

Person	Name	Expertise/Experience
1		
2		
3		
4		
5		
6		
7		

## APPENDIX F - REFERENCE FORM

Name of Proposer

---

Representative Name & Title

---

Phone Number

---

Please provide three (3) separate references of clients with video wall of similar size and complexity in the last five (5) years. It is the Contractor's responsibility to provide reliable and responsive references.

The following information is required for each reference given.

<b>1.</b>	<b>Client's business agency name</b>	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number & Email	
	Describe nature of work performed	
	Contract Amount \$	
<b>2.</b>	<b>Client's business agency name</b>	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number & Email	
	Describe nature of work performed	
	Contract Amount \$	
<b>3.</b>	<b>Client's business agency name</b>	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number & Email	
	Describe nature of work performed	
	Contract Amount \$	



## APPENDIX G - CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC SAFE’s commissioners include:

Tom Azumbrado  
Tom Bates  
Dave Cortese  
Dean J. Chu  
Chris Daly  
Bill Dodd

Dorene M. Giacomini  
Federal D. Glover  
Scott Haggerty  
Anne W. Halsted  
Steve Kinsey  
Sue Lempert  
Jake Mackenzie

Jon Rubin  
Bijan Sartipi  
James P. Spering  
Adrienne J. Tissier  
Amy Rein Worth  
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC SAFE commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

\_\_\_ YES \_\_\_ NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC SAFE commissioners in the three months following the award of the contract?

\_\_\_ YES \_\_\_ NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude MTC SAFE from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

## **APPENDIX H - SYNOPSIS OF PROVISIONS IN MTC SAFE'S STANDARD CONTRACTOR AGREEMENT**

The selected consultant will be required to sign MTC SAFE's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC SAFE's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: MTC SAFE may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC SAFE will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC SAFE will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC SAFE may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC SAFE, less the costs to MTC SAFE of rebidding.

Insurance Requirement: See *Appendix I, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC SAFE. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC SAFE harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC SAFE arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC SAFE: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC SAFE Data") made available to the Consultant by MTC SAFE for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC SAFE and shall be returned to MTC SAFE at the completion or termination of this Agreement. No license to such MTC SAFE Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC SAFE Data. Any updates, revisions, additions or enhancements to such MTC SAFE Data made by the Consultant in the context of the Project shall be the property of MTC SAFE.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC SAFE as a deliverable shall be the property of MTC SAFE. Consultant will be required to assign all rights in copyright to such Work Product to MTC SAFE.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC SAFE.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC SAFE. MTC SAFE is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC SAFE for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC SAFE can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

## APPENDIX H-1 - INSURANCE REQUIREMENTS

Minimum Insurance Coverages. Contractor shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	<b>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC SAFE's notice to firm that it is the successful proposer.</b>
<input type="checkbox"/>	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Contractor's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE. Such Workers Compensation & Employers Liability may be waived, if and only for as long as Contractor is a sole proprietor with no employees.
<input type="checkbox"/>	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of Contractor and Contractor's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.  MTC SAFE, and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from Contractor's operations.
<input type="checkbox"/>	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by Contractor and Contractor's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
<input type="checkbox"/>	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
<input type="checkbox"/>	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$2,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, Contractor agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the Contractor and any work

	performed or conducted by any subcontractor/Contractor working for or performing services on behalf of the Contractor. No contract or agreement between the Contractor and any subcontractor/Contractor shall relieve the Contractor of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the Contractor and any subcontractor/Contractor working on behalf of the Contractor on the project.
_____	<u>Property Insurance</u> covering Contractor'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC SAFE (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC SAFE. If such insurance coverage has a deductible, the Contractor shall also be liable for the deductible.

**By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC SAFE's notice to firm that it is the successful proposer.**

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

**NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC SAFE's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC SAFE's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.**

## **APPENDIX I - DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

1. Equal Employment Opportunity. Contractor shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Contractor non-compliance, MTC SAFE may cancel, terminate or suspend the Agreement in whole or in part. Contractor may also be declared ineligible for further contracts with MTC SAFE.

Contractor and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.
  - A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
  - B. If the contract has an under-utilized DBE (UDBE) goal, the Contractor must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Contractor must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
    1. Black American
    2. Asian-Pacific American
    3. Native American
    4. Women
  - C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the **performance** of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## 2.1 Prompt Payment of Funds Withheld to Subcontractors

MTC SAFE shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime Contractor based on these acceptances. The prime Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Contractors and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## 2.2 DBE Records

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Contract Manager.
- 1) Prior to the fifteenth of each month, the Contractor shall submit documentation to the MTC SAFE's Project Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including

owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

2) The Contractor shall also submit to the MTC SAFE's Project Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Contractor by the Agency's Contract Manager.

### 2.3 DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

### 2.4 Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation



charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## 2.5 Performance of DBE Contractors and Other DBE Subcontractors/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
  - B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
  - C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
- 3. Title VI of Civil Rights Act of 1964. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
  - 4. Debarment. In contracts over \$25,000, Contractor is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
  - 5. Audit and Inspection of Records. Contractor shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.
  - 6. Subcontractors
    - A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC SAFE and any subcontractors, and no subcontract shall relieve the

Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the MTC SAFE for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the MTC SAFE's obligation to make payments to the Contractor.

- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
  - C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the MTC SAFE.
  - D. Any substitution of subcontractors must be approved in writing by the MTC SAFE's Project Manager in advance of assigning work to a substitute subcontractor.
6. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC SAFE as a recipient of federal funds are imposed on Contractor, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC SAFE.
7. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:
- The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.
8. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC SAFE or Contractor purchases ownership under this Agreement.
9. State Energy Conservation Plan. Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
10. Clean Air and Water Pollution Act. Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
11. Restrictions on Lobbying. In agreements over \$100,000, Contractor is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

## **APPENDIX I-1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$25,000)

### **Instructions for Certification:**

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC SAFE may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC SAFE if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC SAFE for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC SAFE .
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC SAFE may pursue available remedies including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Date

---

(signature of authorized official)

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(type/print name and title)

**APPENDIX I-2 - CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify on behalf of \_\_\_\_\_ that:  
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2010.

By

\_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

### APPENDIX I-3 - LOCAL AGENCY PROPOSER/BIDDER DBE INFORMATION (CONTRACTOR CONTRACTS)

Agency: MTC SAFE				
Location: 101 – 8 <sup>th</sup> Street, Oakland, CA 94607-4700				
Project Description:				
Proposal Date:			Total Contract Amount:	
Proposer's Name:				

CONTRACT ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	PERCENTAGE OF DBE

<p><b>For Local Agency to Complete:</b></p> <p>Local Agency Contract Number: _____</p> <p>Federal Aid Project Number: _____</p> <p>Federal Share: _____</p> <p>Contract Award Date: _____</p> <p>Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.</p> <p>_____ Print Name                      Signature                      Date Local Agency Representative</p> <p>(Area Code) Telephone Number: _____</p>	<p>Total Claimed                      \$ _____</p> <p>Participation                      _____ %</p> <p>_____ Signature of Proposer</p> <p>_____ Date                      (Area Code) Tel. No.</p> <p>_____ Person to Contact                      (Please Type or Print)</p> <p>_____ Local Agency Bidder - DBE Commitment(Rev 3/09)</p>
<p><b>For Caltrans Review:</b></p> <p>_____ Print Name                      Signature                      Date Caltrans District Local Assistance Engineer</p>	

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.  
(2) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(CONSULTANT CONTRACTS) (Revised 03/09)

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

**For the successful proposer, Local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

## APPENDIX I-4 - LOCAL AGENCY PROPOSER UDBE COMMITMENT (CONTRACTOR CONTRACTS)

Agency: MTC SAFE			
Location: 101 – 8 <sup>th</sup> Street, Oakland, CA 94607-4700			
Project Description:			
Proposal Date:		Contract Goal:	
Proposer's Name:			
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF UDBEs (Must be certified on the date the proposals are opened - include UDBE address and phone number)
			PERCENTAGE AMOUNT OF EACH UDBE
<b>For Local Agency to Complete:</b>			
Local Agency Contract Number: _____			Total Claimed
Federal Aid Project Number: _____			Participation
Federal Share: _____			\$ _____
Proposal Award Date: _____			_____ %
Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.			
_____ Print Name                      Signature                      Date Local Agency Representative			Signature of Proposer
(Area Code) Telephone Number: _____			Date                      (Area Code) Tel. No.
<b>For Caltrans Review:</b>			
_____ Print Name                      Signature                      Date Caltrans District Local Assistance Engineer			Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution: (1) Copy – If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.  
(2) Original – Local agency files



**INSTRUCTIONS - LOCAL AGENCY PROPOSER- UDBE COMMITMENT  
(CONSULTANT CONTRACTS) (Revised 03/09)**

**ALL PROPOSERS:**

**PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive**

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

**For the Success Proposer only, local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

## APPENDIX I-5 - UDBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

MTC SAFE established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 12% for this project. The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- 
- 
- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
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- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

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Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

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- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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Name of Proposing Company	
Signature of Authorizing Official	
Date	

## APPENDIX J – SAMPLE TASK ORDER FORM

1. Project Title: \_\_\_\_\_
2. Effective Date: \_\_\_\_\_
3. Task Order No: \_\_\_\_\_
4. Title of Task: \_\_\_\_\_
5. Project Objective: \_\_\_\_\_
6. Scope of Work: \_\_\_\_\_
7. Period of Performance for Task Order: \_\_\_\_\_
8. Maximum Amount Payable: \_\_\_\_\_
9. Method of Payment (specify Time and Materials or Deliverables):

Time and Materials (Yes / No )	# Hrs.	Rate	Subtotal
<b>Total</b>			<b>\$</b>

Deliverables (Yes / No )	Due Date	Amount due upon acceptance
<b>Total</b>		<b>\$</b>

Date: _____	Date: _____	Date: _____	Date: _____
Signature: _____	Signature: _____	Signature: _____	Signature: _____

(Approved as to Form)

Albert Yee, HAO Section Director MTC SAFE	Sze Lei Leong, Contract Manager MTC SAFE	Denise Rodrigues, MTC Contract Manager	Contractor
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## **APPENDIX K- GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS**

**GC-1 Designation of Subcontractors.** The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, State Public Contract Code Sections 4100 *et seq.*, concerning listing of Subcontractors by all persons submitting bids for public work. As used in this Article GC-1, “Subcontractors” shall include only those Subcontractors which have an employee or employees at the jobsite who fall within one or more of the classifications contained in the applicable prevailing rate of wages in the locality in which the Work is to be performed, and shall exclude the Contractor or any Subcontractor whose only employees at the jobsite are engaged solely in the delivery of materials.

**GC-2 Differing Site Conditions.** The Contractor shall promptly upon discovery, and before the conditions are further disturbed, notify the Project Manager or designee, in writing, of:

- (a) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents;
- (b) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract;
- (c) Material deviations from dimensions, tolerances, conditions or locations of facilities indicated; or
- (d) Material that the Contractor believes may be hazardous waste which is not already identified as hazardous material in the Contract, as defined in Section 25117 of the State Health and Safety Code, that is required to be removed to a Class I, Class II or Class IH disposal site in accordance with provisions of existing law.

**GC-3 Prevailing Wage.** Contractor and each Subcontractor shall pay to all workers employed on the Work not less than the prevailing rate of wages as determined in accordance with the State Labor Code as indicated herein.

**GC-3.A State Labor Code.** Contractor shall comply with State Labor Code Sections 1774 and 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to MTC SAFE not more than \$50 for each calendar day or portion thereof for each worker paid less than the prevailing wage rates stipulated in the Invitation to Bidders for such work or craft in which such worker is employed for any Work done under the Contract by Contractor or by any Subcontractor under the Contract (in violation of the provisions of the State Labor Code and, in particular, State Labor Code Sections 1770 to 1780, inclusive). The amount of forfeiture shall be determined by the Labor Commissioner based on specified factors pursuant to said Section 1775. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each Worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

**GC-3.B Section 1773 of the State Labor Code.** Pursuant to the provisions of Section 1773 of the State Labor Code, MTC SAFE has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of said Code, apprenticeship or other training programs authorized by Section 3093 of said Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. Copies of the prevailing rates of wages are on file at MTC SAFE, and will be furnished by the Contract Manager upon request. For crafts or classifications not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for Contract work.

**GC-3.C Posting of Prevailing Wage Rates.** A copy of the prevailing rates of wages shall be posted in a prominent place at each jobsite by the Contractor.

**GC-3.D Travel and Subsistence Payments.** The Contractor shall make travel and subsistence payments to each worker needed to execute the Work in accordance with the requirements in Section 1773.8 of the State Labor Code.

**GC-3.E Payroll Records.**

- (a) The Contractor shall comply with the provisions of State Labor Code Sections 1776 and 1812, and shall be responsible for compliance by its Subcontractors. The penalties specified in subdivision (f) of State Labor Code Section 1776 for noncompliance may be deducted from any monies due which may become due to the Contractor.
- (b) A certified copy of payroll records provided for in State Labor Code Section 1776 shall be furnished to the Project Manager or designee each week.

**GC-3.F Claim for Additional Compensation.** MTC SAFE will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against MTC SAFE under the Contract.

**GC-4 Payment of Taxes.** The Contract Prices paid for the Work shall include full compensation for all taxes which the Contractor is required to pay whether imposed by Federal, State or local government, including, without limitation, Federal excise taxes, whether or not the laws, regulations, orders and judgments respecting such taxes are changed following submission of the Contractor's bid or execution of the Contract. The Contractor shall promptly pay such taxes when and as they become due, and shall indemnify, defend and hold harmless MTC SAFE and Hub Operator/owners and all of their commissioners, directors, officers, agents, Contractors, and employees against any claims, losses, liabilities, penalties, interest, damages or expenses (including attorneys' fees and related costs), resulting from failure by the Contractor or its Subcontractor and vendors to pay such taxes or comply with the applicable tax laws. MTC

SAFE will not furnish any tax exemption certificate nor sign any document designed to exempt the Contractor from payment of any tax.

**GC-5 Permits and Licenses.** Except as may be otherwise indicated, the Contractor shall procure all necessary permits and licenses, pay all charges and fees, comply with all permit conditions and give all notices necessary and incident to the due and lawful prosecution of the Work.

**GC-6 Contractor Inspection.** The Contractor shall inspect all materials, supplies and equipment that are to be used, consumed or incorporated in the Work. In addition, Contractor shall conduct a continuous program satisfactory to the Project Manager or designee of construction quality control for all Work performed under this Contract. The Contractor shall have the primary responsibility for inspecting the Work and materials; the Project Manager or designee's inspection is conducted to verify that the Contractor has performed its inspections. Any observation, verification, inspection, or approval of the Work or materials by MTC SAFE or Hub Operator/owners shall not relieve the Contractor of any of Contractor's obligations to fulfill the Contract as prescribed. Work and materials not meeting Contract requirements shall be made acceptable, and unsuitable work or materials may be rejected, notwithstanding that payment for such Work or materials may have been previously authorized and included in a progress payment

**GC-6.A Uncovering of Work.** Re-examination of questioned Work may be ordered by the Project Manager or designee at any time before Acceptance. If so ordered, the Work shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, MTC SAFE will pay for the cost of testing and of uncovering or removing and replacing for the covering or making good of the parts removed. If such Work so exposed or examined is not in accordance with the Contract Documents, the testing and uncovering or removal, replacement, and recovering shall be at the Contractor's expense.

**GC-7 Removal of Rejected and Unauthorized Work.** All work which has been rejected shall be promptly remedied, or removed and replaced by Contractor in an acceptable manner and no compensation will be allowed Contractor for such removal, replacement, or remedial Work.

**GC-7.A Unauthorized Work.** All work done beyond the lines and grades shown on the Contract Drawings or established by the Contract Manager or designee, and all extra work done without written authorization will be considered as unauthorized work. Upon order of the Contract Manager or designee, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

**GC-7.B Failure to Remedy.** Upon failure of the Contractor to remedy, to remove, or to replace rejected or unauthorized work, or to comply promptly with any order of the Contract Manager or designee made under Paragraph GC-7, the Contract Manager or designee may cause rejected or unauthorized Work to be remedied, removed, or replaced by others and deduct the costs thereof from any monies due or to become due the Contractor.



## **GC-8 Prompt Payment.**

### ARTICLE 1.7 MODIFICATIONS; PERFORMANCE; PAYMENT [Added Stats 1992 Ch. 799 § 2 (SB 56).]

§ 20104.50. Legislative intent regarding prompt payment; Interest on late payment; Procedure; Definitions (a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following: (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(23) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set-forth in the terms of any contract subject to this article.

## **GC-9 Resolution of Construction Claims**

### **ARTICLE 1.5 RESOLUTION OF CONSTRUCTION CLAIMS**

*[Added Stats 1994 Ch. 726 § 22 (AB 3069), effective September 21, 1994. Former Article 1.5, a/s/o entitled "Resolution of Construction Claims" consisting of §§ 20104-20104.6, was added Stats 1990 Ch. 1414 § 2 and repealed, operative January 1, 1994, by the terms of § 20104.8.]*

#### **§ 20104. Application of article; “Public work”; “Claim”**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter I of Part 2.

(b) (1) “Public work” has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that “public work” does not include any work or improvement contracted for by the state of the Regents of the University of California.

(2) “Claim” means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991. (Added Stats 1994 Ch. 726 § 22 (AB 3069), effective September 21, 1994)

#### **§ 20104.2 Requirements to submit claim; Agency’s response; Dispute by claimant over response; Failure of agency to respond; Inapplicability of article to tort claims**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1

(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.  
(Added Stats 1994 Ch. 726 § 22 (AB 3069), effective September 21, 1994)

#### **§ 20104.4 Procedures to resolve claims**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3(commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation of arbitration process.

(Added Stats 1994, Ch. 726 § 22 (AB 3069), effective September 21, 1994)

**§ 20104.6 Payment of portion of claim which is undisputed; Payment of interest on arbitration award or judgment.**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award of judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

(Added Stats 1994, Ch. 726 § 22 (AB 3069), effective September 21, 1994)

**§ 20104.8** [Section repealed 1993.]

(Added Stats 1990 Ch. 1414 § 2 (AB 4165). Repealed, operative January 1, 1994, by its own terms.

## APPENDIX L- LABOR CERTIFICATION

I am aware of the provisions of Section 3700 of the **Labor Code** which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that **code**, and I will comply with such provisions before commencing the performance of the work of this contract.

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Date

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(Signature of authorized official)

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(Type/print name and title)

**APPENDIX M - PAYMENT BOND TO ACCOMPANY CONTRACT**

**KNOW ALL MEN BY THESE PRESENTS**

**THAT WHEREAS**, the MTC SAFE has awarded to

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as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

**AND WHEREAS**, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics or material suppliers employed on work under said contract as provided by law;

**NOW, THEREFORE**, We the undersigned Contractor and Surety are held and firmly bound unto the MTC SAFE in the sum of dollars \_\_\_\_\_ (\$ \_\_\_\_\_), said sum being 100% of the estimated amount payable by the said the MTC SAFE under the terms of the contract, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly and by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if Contractor, his or its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay any of the persons named in Section 3181 of the Civil Code, amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the surety hereon will pay for the same, in an amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2010.

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Contractor

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Surety

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Attorney in Fact

[ SEAL ]